

**Report on the
Town of Purcellville - County of Loudoun
Agreement Defining Annexation Rights**



**Commission on Local Government
Commonwealth of Virginia**

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**REPORT ON THE
TOWN OF PURCELLVILLE - COUNTY OF LOUDOUN
AGREEMENT DEFINING ANNEXATION RIGHTS**

PROCEEDINGS OF THE COMMISSION

On July 13, 1993 the Town of Purcellville and Loudoun County submitted to this Commission for review a proposed agreement defining the Town's future annexation rights which had been negotiated under the authority of Article 1.1, Chapter 25 of Title 15.1 of the Code of Virginia. Consistent with the Commission's Rules of Procedure, the joint notice was accompanied by data and materials to assist this body in its review of the proposed agreement.¹ Further, in accordance with statutory requirements, the parties concurrently gave notice of the filing to 12 other local governments with which they share functions, revenues, or tax sources.² The proposed agreement represents the culmination of negotiations which had been initiated by the Town and County in 1991.³

¹Town of Purcellville and County of Loudoun, Notice by the Town of Purcellville and the County of Loudoun to Enter into a Voluntary Joint Agreement Defining Future Annexation Rights (hereinafter cited as Joint Notice).

²Sec. 15.1-945.7(A), Code of Va.

³On May 24, 1991 John R. Wright and Raspberry Ridge Joint Venture filed notice with the Commission, pursuant to the provision of Section 15.1-1034, Code of Va., of their intent to petition for the annexation to the Town of 598 acres of territory located in Loudoun County. [See John R. Wright and Raspberry Ridge Joint Venture, Notice by John R. Wright and Raspberry Ridge Joint Venture of Their Intent to Petition for Annexation of Unincorporated Territory within Loudoun County, Virginia into the Town of Purcellville with Required Submissions (hereinafter cited as Wright - Raspberry Ridge Notice).] Although the area petitioned to be annexed to the Town contained seven tracts under separate ownership, the John R. Wright and Raspberry Ridge petitioners collectively were the owners of more than 51% of the real estate, in both number and total land area, of that territory. On October 21, 1991

Following its receipt of the proposed agreement, the Commission met in Purcellville on September 27, 1993 to tour the Town and relevant areas in Loudoun County, to receive oral testimony from local officials regarding the agreement, and to conduct a public hearing for the purpose of receiving citizen comment.⁴ The public hearing, which was advertised in accordance with Section 15.1-1058.2 of the Code of Virginia, was attended by 16 individuals and produced testimony from 5 persons. In order to permit receipt of additional public comment, the Commission agreed to keep open its record for written submissions through October 11, 1993.

the Commission met in Purcellville to review the property owners' annexation petition. Following the completion of the oral component of its review, and at the request of Purcellville, Loudoun County, and representatives for the petitioners, the Commission agreed to postpone the issuance of its report on the property owners' annexation action to allow the parties time to negotiate a settlement of that issue. On May 19, 1992 the governing bodies of the Town and the County signed an agreement which included provisions similar to the settlement currently under review by this Commission. Since the properties owned by John R. Wright and Raspberry Ridge Joint Venture would be subject to annexation under the terms of the May 19 agreement, the affected landowners consented to an additional postponement of the Commission's report on their initial request to be incorporated into Purcellville. Prior to the Commission's review of the proposed agreement, however, the Town withdrew its support for the settlement, and on November 4, 1992 the Purcellville Town Council adopted an ordinance, pursuant to Section 15.1-1034(B), Code of Va., rejecting the annexation petition of John R. Wright and Raspberry Ridge Joint Venture. Both jurisdictions, however, continued negotiations which resulted in the settlement that is presently before this body. At the request of the parties, the material filed by John R. Wright and Raspberry Ridge Joint Venture in May 1991 was incorporated as a supplement to the data and material submitted by Purcellville and the County in support of the current agreement. (James D. Pammel, Planner, Town of Purcellville, letter to staff of Commission on Local Government, Sep. 10, 1993.)

⁴Due to a death in his family, Chairman Layton R. Fairchild, Jr. was unable to attend the September 27, 1993 proceedings. Further, Vice Chairman Frank Raflo, who resides in Loudoun County, did not take part in those hearings. Consequently, neither Commissioner participated in the discussions, deliberations, drafting, or approval of this report.

SCOPE OF REVIEW

In 1979 the General Assembly amended the annexation laws of the Commonwealth to authorize towns to negotiate agreements with contiguous counties which permit the municipality to annex, in accordance with conditions specified in such agreements, merely by the adoption of a municipal ordinance.⁵ Thus, where town annexations are pursued under such agreements, the State's general annexation process whereby proposed boundary changes are decided by the courts subsequent to Commission review is supplanted by the simple and direct process of annexation by municipal ordinance. The formal and final adoption of such an agreement by a town and county, however, divests the town permanently of its authority to seek status as an independent city.

While the Code of Virginia grants broad authority to towns and counties to fashion such annexation agreements to meet their peculiar needs and circumstances, there are certain statutorily prescribed conditions which must be met in their development. Based upon such statutory conditions, this Commission is directed to determine in its review:

... whether the proposed agreement provides for the orderly and regular growth of the town and county together, for an equitable sharing of resources and liabilities of the town and

⁵Article 1.1, Chapter 25, Title 15.1, Code of Va.

county, and whether the agreement is in the best interest of the community at large, . . .⁶

It should be noted here that whatever the findings of the Commission regarding the agreement under review, the local governing bodies are free to adopt or reject the proposed agreement as they see fit. If, however, the Commission's review of an agreement is "unfavorable," the local governing bodies may not adopt the agreement until after they have jointly held an advertised public hearing on the issue.⁷

EVALUATION OF THE AGREEMENT

In brief, the principal provisions of the proposed agreement negotiated by the Town of Purcellville and Loudoun County would:

1. require the Town to renounce permanently its authority to become a city;
2. authorize the Town to annex by municipal ordinance a specified area in the County, identified as Autumn Hill, at any time after the adoption of the agreement by the parties;

⁶Sec. 15.1 - 1058.2, Code of Va.

⁷Sec. 15.1 - 1058.3, Code of Va. It should be observed that State law also authorizes a town to proceed unilaterally to obtain an order defining its future annexation rights in instances where it is unable to reach an agreement with its county on the issue. (See Sec. 15.1 - 1058.4, Code of Va.)

3. authorize the Town to annex additional contiguous property in a specified area covered by the agreement, designated as the Urban Growth Area, at such time as the Town and County have adopted a joint comprehensive plan for that area, or after 18 months has elapsed from the effective date of the agreement;
4. require the Town to adopt a capital improvements program which establishes a plan and methods of financing the provision of municipal water and sewer services to the Urban Growth Area;
5. require cooperation between the Town and the County on the application of land use ordinances and regulations within all areas covered by the agreement.⁸

As indicated previously, the Commission is required to determine in its review whether the proposed annexation agreement (1) provides for the orderly and regular growth of the Town and the County together, (2) permits an equitable sharing of the area's resources and liabilities, and (3) is in the best interest of the community at large. In the following sections of this report the Commission endeavors to analyze the proposed Town of Purcellville - Loudoun County agreement on the basis of these three general criteria.

⁸See Appendix A for the complete text of the proposed Agreement Defining Annexation Rights between the Town of Purcellville and Loudoun County.

ORDERLY AND REGULAR GROWTH OF THE TOWN AND COUNTY

Demographic data reveal that both the Town and County experienced growth during the decade of the 1980s. Between 1980 and 1990 the population of the Town of Purcellville increased from 1,567 to 1,744 persons, or by 11.3%, while that of Loudoun County grew from 57,427 to 86,129 persons, or by 50.0%.⁹ This disparity in population changes indicates that Purcellville has not experienced a population growth commensurate with that exhibited by the County overall.

In terms of fiscal resources, recent property assessment data reveal that the growth within the Town has been slightly in excess of that experienced by the County generally. Between 1988 and 1992 the total assessed value of real property subject to local taxation in the Town increased from \$127.3 million to \$181.7 million, or by 42.7%, while such values in the County overall grew during the same period from \$7.4 billion to \$10.6 billion, or by 42.4%.¹⁰ While both the Town and

⁹U. S. Department of Commerce, Bureau of the Census, 1980 Census of Population, General Population Characteristics, Virginia, Table 14; and U. S. Department of Commerce, Bureau of the Census, 1990 Census of Population and Housing, Summary Population and Housing Characteristics, Virginia, Table 1. Population statistics for Loudoun County include persons residing in the Towns of Purcellville, Leesburg, Lovettsville, Hamilton, Middleburg, Round Hill, and Hillsboro. See Appendix B for a statistical profile of the Town, County, and the area covered by the agreement. See Appendix C for a map of the Town of Purcellville and that portion of Loudoun County subject to annexation under the terms of the agreement.

¹⁰Joint Notice, Attachment 10. The real property assessed values for Loudoun County include those within Purcellville and the six other incorporated towns located in the County. The Commission notes that between 1988 and 1991 the real property values in the Town increased by 49.8%, while such values in the County overall grew by 61.7%. Between

County have a variety of sources of revenue to support their governmental functions, property taxes are by far the largest component of revenue to support their operations.

With respect to Purcellville's prospects for future development, land use statistics collected in 1991 revealed that 570 acres, or 44.0% of the Town's total land area, remained vacant.¹¹ Further, of this vacant land, a 1988 study (the most recent data available) disclosed that approximately 208 acres within the Town were unsuitable for development due to floodplain restrictions or constraints imposed by parcel size, locational concerns, access to public arterials, or other appropriate land use considerations.¹² Excluding such property, Purcellville has approximately 362 acres of vacant land (27.9% of the Town's total land area) generally suitable for development. Town officials have indicated, however, that many of the larger vacant tracts within Purcellville are currently being developed or have pending

1991 and 1992, however, the assessed value of real property in the Town and County declined by 4.7% and 11.7%, respectively, due, in part, to the national economic recession. (Ibid.)

¹¹Ibid., Attachment 7. In 1992 Purcellville and Loudoun County effected a mutual boundary adjustment agreement which permitted the Town to annex 59 acres of unincorporated territory. Included in the area annexed to the Town was the site of the municipal sewage treatment plant. (Deborah C. Welsh, Town Attorney, Town of Purcellville, communication with staff of Commission on Local Government, Jan. 3, 1994.) The last major annexation by the Town occurred in 1965 when approximately 1.2 square miles of County territory was incorporated into Purcellville. (Welsh, letter to staff of Commission on Local Government, Nov. 8, 1991.)

¹²Town of Purcellville, Comprehensive Plan, (hereinafter cited as Town Comprehensive Plan) Nov. 1991, p. 23; and Joint Notice, Attachments 11, 12.

subdivision or rezoning requests under consideration by the Town Council.¹³

Under the terms of the agreement Purcellville would be permitted to annex by ordinance a portion of the Urban Growth Area encompassing the proposed Autumn Hill development immediately and would be eligible to annex additional property within that area following compliance with the planning and land development control provisions of the settlement.¹⁴

While the annexation of Autumn Hill is not initially contemplated, the incorporation of that area would bring within the corporate limits of

¹³Joint Notice, Attachments 11, 12.

¹⁴Autumn Hill is a high-density residential development proposed for an approximately 52-acre tract located north of the State Route 7 Bypass and west of State Route 611 in the Urban Growth Area. That proposed development will ultimately contain 429 dwelling units when completed, with approximately 20% of those units reserved for a County-sponsored affordable housing demonstration project. (Lawrence E. Kelly, Assistant County Attorney, County of Loudoun, letter to staff of Commission on Local Government, Nov. 20, 1991.) Although the Autumn Hill site has been rezoned by the County to accommodate the proposed development, the property is located within the Town's extraterritorial subdivision jurisdiction and, thus, must receive subdivision approval from Purcellville. Although a preliminary subdivision plat has been approved by Purcellville, financial considerations have delayed the project, and, as a consequence, the developer did not receive final subdivision approval within the timeframes prescribed by the Town's ordinances. (Karen F. Gavrilovic, Principal Planner, County of Loudoun, communication with staff of Commission on Local Government, Jan. 3, 1994.) The density of the development proposed for Autumn Hill will require public water and sewerage service from the Town, and, since Purcellville places a surcharge on utility connections and availability fees for customers located beyond its present boundaries, annexation of the Autumn Hill site will substantially reduce the cost of such service to residents of the development. A representative for the Town has indicated, however, that Purcellville has not made a commitment to provide water and sewer service to Autumn Hill. In addition, the Town does not propose to consider the annexation of Autumn Hill following the effective date of the agreement until requested to do so by the property owner. (Pammel, communication with staff of Commission on Local Government, Jan. 3, 1994.)

Purcellville an area of approximately 52 acres containing less than 5 persons and assessed property values estimated at \$660,000 in 1993.¹⁵ Of greater significance to the Town, however, is the authority to annex additional property within the Urban Growth Area. Exclusive of Autumn Hill, that area embraces 4.0 square miles of territory, containing a 1990 estimated population of 710 persons and \$39.2 million in real estate property values as of 1993.¹⁶ Although the Urban Growth Area contains an industrial park located along State Route 7 Bypass north of Purcellville as well as low density residential development along the secondary roadways radiating from the Town, it is predominantly undeveloped or in agricultural and forestal uses (78.3% of the area).¹⁷ Further, the presence of a number of large parcels of land in the Urban Growth Area that are held in individual or corporate ownership has made that area a focal point for several major development proposals in recent years.¹⁸

¹⁵Gavrilovic, communication with staff of Commission on Local Government, Jan. 12, 1994.

¹⁶Joint Notice, Attachments 6, 8; and Kelly, letter to staff of Commission on Local Government, Sep. 10, 1993.

¹⁷Joint Notice, Attachment 6. The Urban Growth Area also contains an interchange of State Route 7 Bypass. The industrial operations in that area are located within the Valley Industrial Park and are served by Town utilities. According to data provided by the County, 270 acres of vacant land in the Urban Growth Area are situated within the 100-year floodplain or are located in slopes exceeding 15%. (Kelly, letter to staff of Commission on Local Government, Sep. 10, 1993.) The Commission notes that the proposed agreement requires that property to be annexed by the Town must be contiguous to corporate boundary of Purcellville at the time the annexation ordinance is adopted. (See Agreement, Section II.)

¹⁸Town Comprehensive Plan, p. 45. In addition to the proposed Autumn Hill development, the Urban Growth Area also embraces the properties owned by John R. Wright and Raspberry Ridge Joint Venture.

In sum, the agreement affords the Town the opportunity to annex by ordinance territory within the Urban Growth Area which has significant potential for future residential or commercial development. Moreover, the provisions of the proposed settlement which establish the joint Town - County planning and land use regulatory program will aid both jurisdictions in managing the future growth of the areas adjacent to Purcellville. The planning provisions will be especially important to the Town in terms of controlling the scope and nature of development which will occur on property within the Urban Growth Area prior to municipal annexation. In addition, those provisions will also assure Loudoun County a significant role in the development of areas incorporated into the municipality. Based on these considerations, it is the Commission's judgment that the proposed agreement does facilitate the orderly and regular growth of the Town and County together.

EQUITABLE SHARING OF RESOURCES AND LIABILITIES

Within the context of town-county agreements defining annexation rights, an equitable sharing of resources and liabilities requires an opportunity for both jurisdictions to benefit from the growth in the area sufficient to meet the needs of their respective residents and commensurate with the contribution each locality makes to the social and

In 1991 the development plans for those two tracts called for the construction of 1,855 residential units and 519,000 square feet of retail, office, and industrial space over a 25-year period. (Packie E. Crown, Consultant to John R. Wright and Raspberry Ridge Joint Venture, letter to staff of Commission on Local Government, Oct. 24, 1991.)

economic viability of the general area. The following paragraphs consider these issues.

Resources

Purcellville has been and remains an important retail and service center in western Loudoun County and has supported with its utility services development outside its present boundaries. Statistics cited in the previous section of this report indicate that, unlike some other Virginia municipalities, the Town of Purcellville did not experience a decline in its population during the decade of the 1980s and, further, that the growth in the Town's real property tax base in recent years has been commensurate with that of the County generally. Moreover, there is evidence to suggest that the inventory of vacant land within Purcellville's current boundaries is sufficient for the Town to continue to share in the growth of its general area for the near future.

The simplified annexation procedure authorized by the proposed agreement would permit Purcellville to annex territory within an area that contains \$39.9 million in real estate assessed values and significant amounts of vacant land suitable for future development. While almost all of the undeveloped property in the Urban Growth Area is currently used for agricultural or forestal purposes, several tracts within that area have been the subject of large-scale development proposals in recent years. Thus, by means of such annexations, Purcellville could increase its local-source revenue base and obtain

additional land for development. While the Town must comply with the land use and development control provisions of the proposed agreement before exercising this authority, Purcellville officials have indicated that future annexations within the Urban Growth Area will be undertaken only upon request of affected property owners or when the Town determines such to be otherwise appropriate.¹⁹

In regard to the impact on the County of periodic annexations effected by the Town of Purcellville, the Commission notes that town annexations in Virginia, unlike those of cities, do not remove property from the county's tax rolls, and, thus, the major tax sources of Loudoun County will be unaffected by annexations by the Town. While town annexations do constrict some of a county's more modest revenue sources (e. g., automobile license fees, consumer utility taxes, local option sales taxes, etc.), no significant loss of revenue to Loudoun County is anticipated as a result of annexations effected by Purcellville under the terms of the proposed agreement. Further, any development facilitated by the extension of Purcellville's services to annexed areas will benefit not only the Town, but the County as well. Moreover, the proposed agreement contains provisions which commit the Town and County to broad cooperation for the development of public facilities to serve the Urban Growth Area as it develops in the future.²⁰ On the basis of

¹⁹Welch, presentation to Commission on Local Government, Sep. 27, 1993.

²⁰The Town and the County have adopted a form of conditional zoning which permits either jurisdiction to accept conditions, such as cash contributions, mandatory dedication of property, and the construction of off-site public improvements, proffered by an applicant for a rezoning.

these considerations, the Commission concludes that the proposed agreement should provide the Town of Purcellville and Loudoun County with an equitable sharing of the area's resources.

Liabilities for Services

As with the other towns located in Loudoun County, Purcellville plays an important role in the provision of public services to its general area. In terms of utilities, the Town serves not only the needs within its corporate limits, but also a limited number of residential and commercial connections beyond its present boundaries. The availability of Town utilities has been instrumental in the development of an industrial park in the Urban Growth Area. With respect to future growth of that area, the Commission notes that the current Loudoun County comprehensive plan, which was based upon an in-depth analysis of the County's needs and anticipated growth, calls for development in the Urban Growth Area and states that the Town would be the appropriate entity to provide urban services in that area.²¹

Provisions of the proposed agreement address the allocation and administration of the proffered conditions associated with any property rezoned by the County in the Urban Growth Area prior to the effective date of the agreement. (See Agreement, Sec. III.) In addition, the proposed agreement calls for the joint comprehensive plan to include components which identify the road, school, and other public facilities needed to serve new development in the Urban Growth Area as well as guidelines for determining the voluntary contributions which the Town and County anticipate receiving from rezoning applicants to assist in financing those facilities. (See Agreement, Sec. II.C.)

²¹County of Loudoun, Choices and Changes, General Plan, 1990-2010, pp. 129-30.

Annexations by Purcellville under the terms of the proposed agreement will, therefore, place new and additional service responsibilities on the Town. While this expanded responsibility for urban services constitutes a liability to be borne by the Town, the extension of such services to areas of need represents, at the same time, a consequence of the agreement which is in the general interest of the community at large.

Water. The Town of Purcellville is served by four raw water sources -- a spring-fed reservoir originating at the headwaters of the North Fork of Catoctin Creek and three wells -- which have an aggregate yield of 0.54 million gallons per day (MGD).²² The Town's water distribution system, which serves 953 connections within its current boundaries and 8 connections in the Urban Growth Area, requires approximately 0.23 MGD, leaving the system with an unused reserve of

²²The Town owns 1,247 acres of land in the Blue Ridge Mountains northwest of Purcellville, which encompass its J. T. Hurst reservoir and the entire drainage area of the three springs serving that impoundment. The Virginia Department of Health has established the average safe yield of that facility as 0.30 MGD. Water from the reservoir is pumped to the Town's treatment plant, which has a design capacity of 0.50 MGD. (Dewberry & Davis, Engineering Report on Proposed Annexation, Town of Purcellville, Virginia, Sep. 13, 1991, pp. 3-4.) In addition, the Town owns the well in the Valley Industrial Park in the Urban Growth Area and two wells located in the Main Street Village development in Purcellville, with those three sources having an aggregate safe yield of 0.24 MGD. Water from the wells enters the Town's distribution system directly after disinfection and the removal of iron and manganese. (Virginia Department of Health, Division of Water Supply Engineering, "Waterworks Operation Permits, Town of Purcellville," Feb. 21, 1990, Apr. 6, 1990.)

0.31 MGD.²³ In terms of storage capacity, Purcellville has two storage tanks which collectively hold 1.2 million gallons of water, or in excess of five days' demand.²⁴

In view of the excess capacity in the municipal system, we believe that Purcellville is capable of meeting the needs of the Urban Growth Area for the foreseeable future.²⁵ Further, under the terms of the proposed agreement, Loudoun County will require that any request to rezone property in the Urban Growth Area prior to Town annexation be accompanied by an agreement by Purcellville to provide public water service to the affected property.²⁶ Moreover, the requirement in the proposed agreement that Purcellville adopt a capital improvements program for the provision of municipal water service to the Urban Growth Area and identify appropriate methods of financing the expansion of the Town's water system prior to its effective date, if implemented, will

²³John W. Creamer, Director of Field Operations and Public Facility Improvements, Town of Purcellville, communication with staff of Commission on Local Government, Sep. 27, 1993. In the Urban Growth Area the Town has two water connections in the Valley Industrial Park and eight water connections serving the Twin Oaks Subdivision southeast of Purcellville.

²⁴Creamer, letter to Virginia Department of Health, Nov. 24, 1992.

²⁵It is important to observe that, at the present time, the Town is the only source of treated water available to serve the Urban Growth Area. The Town's main water transmission lines traverse the northwest portion of the Urban Growth Area.

²⁶Agreement, Sec. II.G. If a property owner in the Urban Growth Area does not receive a commitment from the Town for municipal water service, Loudoun County will evaluate a rezoning request for conformance with its current comprehensive plan. Policies contained in that plan require municipal utility service for all development in the Urban Growth Area and discourage private water systems. (Choices and Changes, General Plan, 1990 - 2010, pp. 129-30.)

ensure that Purcellville has the capacity to meet the demands for water as that area develops.

Sewerage. The Town's sewerage system currently serves directly 885 connections, including 8 in the Urban Growth Area.²⁷ The municipal treatment plant, which was constructed in 1945 and upgraded in 1977, has a rated capacity of 0.50 MGD and presently receives an average daily flow of 0.29 MGD, leaving an excess capacity of 0.21 MGD.²⁸ The Town is prevented, however, from utilizing fully this reserve because of the infiltration of groundwater and the inflow of stormwater into municipal collection lines.²⁹ As a consequence of these deficiencies and in anticipation of requests for new sewer service from proposed developments, Purcellville has completed plans to increase the capacity of its sewage treatment plant to 0.90 MGD.³⁰ Those planned

²⁷Creamer, communication with staff of Commission on Local Government, Sep. 27, 1993. At the present time, the Town's eight residential and commercial water customers in the Urban Growth Area are also connected to municipal sewage collection lines.

²⁸Engineering Report on Proposed Annexation, Town of Purcellville, Virginia, pp. 5-6; and Town Comprehensive Plan, p. 33.

²⁹Engineering Report on Proposed Annexation, Town of Purcellville, Virginia, pp. 5-9. A 1991 evaluation of Town's utility systems which compared wastewater flows through the sewage treatment facility with the amount of potable water produced revealed periods when approximately 32% of that plant's capacity was consumed by infiltration and inflow. Town officials have indicated, however, that some of the difference between the flow rates of wastewater treatment and water supply production is caused by malfunctioning water meters, which Purcellville has initiated a program to address. (Creamer, communication with staff of Commission on Local Government, Sep. 27, 1993.)

³⁰Engineering Report on Proposed Annexation, Town of Purcellville, Virginia, pp. 5-9.

improvements will permit the Town's system to accommodate anticipated needs for the immediate future.

In our judgment, the Town of Purcellville has the capacity to assume responsibility for meeting the sewerage needs of the areas eligible for annexation under the terms of the proposed agreement. As in the case of water, the proposed agreement requires the Town to adopt a capital improvements program which addresses the extension of sewerage service to the Urban Growth Area and to establish a method for financing the expansion of the municipal treatment facility before the municipality may annex property in that area. Further, during the period the Urban Growth Area is subject to the planning control of Loudoun County, any applicant for the rezoning of property in that area will be required to have a commitment from the Town to extend sewerage service to the affected property.³¹ By the timely development of its system, Purcellville can and should have the capacity to serve the areas covered by the agreement.

Solid Waste. The Town of Purcellville provides solid waste collection services to its residents and to commercial establishments on

³¹Agreement, Sec. II.G. In those instances when Purcellville does not agree to furnish sewage collection services to the Urban Growth Area prior to Town annexation, a proposed development may confront difficulty in proceeding as a consequence of the policies in the County's current comprehensive plan. The Commission notes that the County's plan requires all development in the Urban Growth Area to be served by public sewer. (Choices and Changes, General Plan, 1990 - 2010, pp. 129-130.)

a twice-weekly basis through contract with a private collector.³² The cost of this service is borne by the Town's general fund and is not supported by user charges. At the current time, residents in the Urban Growth Area must contract on an individual basis with private concerns for the collection and disposal of their refuse.³³

As the areas adjacent to Purcellville grow in population and commercial activity, the need for public solid waste collection services will increase accordingly. The extension of the Town's services to areas annexed will result not only in the elimination of monthly contractor charges for annexed residents, it should also promote the increased utilization of regular refuse collection services within those areas. Clearly, the Town can and should bear responsibility for the provision of this public service within the Urban Growth Area.

Law Enforcement. The Town of Purcellville is the only jurisdiction in the western portion of Loudoun County which provides full-time law enforcement services.³⁴ The Town presently has six sworn police

³²Wright - Raspberry Ridge Notice, p. VI-39. Refuse collected by the Town's contractor is disposed of at the County's landfill which is located approximately three miles south of Leesburg.

³³Pammel, communication with staff of Commission on Local Government, Oct. 29, 1993. During FY1990/91 there were 19 private firms licensed by Loudoun County to provide solid waste collection services to County residents. (Wright - Raspberry Ridge Notice, p. VI-44.)

³⁴Joint Notice, Attachment 13.

officers, five of whom are assigned patrol responsibility.³⁵ The duty shifts of the police department are structured so that the Town is regularly patrolled 24 hours per day.³⁶ The Loudoun County Sheriff's Department, which maintains its headquarters in the Town of Leesburg, assists Purcellville in meeting its law enforcement needs. Close cooperation exists among the two departments, with each agency responding to calls to the other when circumstances warrant. Further, the County provides dispatching services and jail facilities for the Town as needed.³⁷

The Commission has no knowledge of any extraordinary law enforcement problems in the Urban Growth Area. As portions of that area develop and urbanize, however, the need for Town law enforcement services by its residents and commercial entities can be expected to increase. In our judgment, Purcellville is capable of assuming responsibility for law enforcement services within any areas annexed under the agreement.

Streetlighting. The Town of Purcellville has a policy of operating and maintaining at public expense streetlights where such are deemed

³⁵Wright - Raspberry Ridge Notice, p. VI-67. Town police officers have available four vehicles to assist in their law enforcement efforts. (Town Comprehensive Plan, p. 32.)

³⁶Wright - Raspberry Ridge Notice, p. VI-67 - VI-68.

³⁷Town Comprehensive Plan, p. 32. After regular business hours, calls for service emanating from within Purcellville are dispatched to Town police officers through Loudoun County's 911 system. (Wright - Raspberry Ridge Notice, p. VI-74.)

appropriate for the public welfare. Within the Town's present corporate limits there are approximately 200 publicly funded streetlights.³⁸ Purcellville accepts requests for additional streetlights from residents, and if such requests are considered meritorious, the lights are installed and operated at Town expense.³⁹ In addition Town regulations require the installation of streetlights in certain types of new development.⁴⁰

Streetlighting can be a factor in crime prevention, the reduction of traffic related accidents, and the enhancement of public areas. The extension of the Town's policy of providing this service at municipal expense to areas annexed under the terms of the proposed agreement will beneficially serve such areas and their residents.

Summary

Under the terms of the proposed agreement, the Town of Purcellville will be permitted to enlarge its present boundaries through the use of a simplified annexation procedure. While this prerogative may not be immediately exercised following the adoption of the agreement, the

³⁸Ibid., p. VI-107. There are no publicly funded streetlights in the Urban Growth Area. (Pammel, letter to staff of Commission on Local Government, Sep. 10, 1993.)

³⁹Wright - Raspberry Ridge Notice, p. VI-107.

⁴⁰Pammel, communication with staff of Commission on Local Government, Dec. 21, 1993. As part of its site plan review process for reviewing townhouse and planned unit development proposals, the Town requires submission of a lighting plan.

annexation authority bestowed by the agreement will provide Purcellville with an opportunity for future growth.⁴¹ This authority will permit the Town to share appropriately in the growth of the area while committing it to providing appropriate services to the annexed areas in a timely manner. From our perspective, the proposed agreement does allow an equitable sharing of both the area's resources and liabilities.

INTERESTS OF THE COMMUNITY AT LARGE

In reviewing a proposed agreement defining a town's annexation rights, the Commission is also directed by the Code of Virginia to consider whether such agreement is in "the best interest of the community at large."⁴² As indicated previously, the Commission considers the proposed Town of Purcellville - Loudoun County agreement as providing for the orderly and regular growth of the Town and County together and facilitating an equitable sharing of the area's public resources and liabilities. These attributes of the proposed agreement are clearly promotive of the best interest of the community at large. There are, however, additional aspects and ramifications of the agreement which are relevant to this criterion and which merit comment in this report.

⁴¹The agreement permits Purcellville to annex by ordinance the territory encompassing the Autumn Hill development immediately following the effective date of the agreement upon application by the property owner, and determination by the Town that such is appropriate. (See Agreement, Sec. II.)

⁴²Sec. 15.1-1058.2, Code of Va.

Relinquishment of Authority to Seek City Status

A principal element of the proposed agreement calls for the Town of Purcellville to relinquish in perpetuity its authority to seek independent city status. To be sure, the Town does not have the requisite population (5,000) at this time to be eligible for city status nor will any annexation under the terms of the proposed agreement result in Purcellville's immediately reaching such a population threshold. However, growth and development in and around Purcellville could make such a population level for the Town a reality at some point in the future.⁴³ If Purcellville were to exercise at a later date its present statutory prerogative to seek city status, the completion of such a transition would remove totally the Town's population and tax resources from County authority, with the consequence that the remaining residents of Loudoun County may be confronted with bearing a greater local tax burden for the provision of public services. With the adoption of the proposed agreement, the Town commits itself to remaining permanently a part of Loudoun County and supporting with its people and resources the needs of the County generally. Unless a variance in political values and service needs create irreconcilable differences, the best interest of the community at large is served, from our perspective, by Purcellville remaining a constituent element of Loudoun County.

⁴³The scope of the developments proposed for the Autumn Hill, John R. Wright, and Raspberry Ridge properties could result in the construction of approximately 2,300 dwelling units in the Urban Growth Area over the next 25 years.

Simplification of Annexation Process

The proposed Town of Purcellville - Loudoun County agreement would permit the growth of the Town by a simplified process (i.e., annexation by municipal ordinance) which would avoid the prospect of costly adversarial annexation proceedings. While the State's traditional annexation process has many commendable features, experience has shown that such proceedings can be costly in terms of legal fees, consultants' charges, administration time, and other expenses incidental to litigation. Moreover, contested annexation cases have often resulted in strained interlocal relations which can inhibit cooperative efforts and collaboration on mutual problems and long-range planning. The proposed agreement will permit the growth of Purcellville in a simple, nonadversarial manner with a minimum of attendant costs.⁴⁴ This provision in the proposed agreement can serve the best interest of the community at large.

Cooperative Planning Efforts

The proposed agreement contains provisions which commit the Town and County to a coordinated and cooperative planning and land use

⁴⁴The proposed agreement proscribes the use of the traditional annexation process under Article 1, Chapter 25, Title 15.1, Code of Va. for any area outside the Urban Growth Area for a period of 50 years, except by means of a future annexation agreement or by simple boundary line adjustment meeting the approval of both jurisdictions. (See Agreement, Sec. II.B.4.) The annexation accord does not, however, restrict the Town's authority under Section 15.1-1034 (B), Code of Va. to accept or reject such citizen initiated petitions for annexation affecting territory beyond the Urban Growth Area.

regulatory program for managing future growth in the areas adjacent to Purcellville. The agreement calls for the joint adoption of a comprehensive plan for the Urban Growth Area by the planning commissions and governing bodies of both jurisdictions.⁴⁵ Further, the Town has agreed to revise its zoning ordinance to accommodate the intensity of development specified in that plan, to adopt specified land development control measures, and to take other actions prior to the effective date of the annexation accord consistent with the jointly recognized needs of the area.⁴⁶ Moreover, under the terms of the proposed settlement, the Town and County will consult with each other on land use decisions relative to the Urban Growth Area.⁴⁷ These efforts on the part of the

⁴⁵Agreement. Secs. II.B.2, II.C. The proposed agreement calls for the joint comprehensive plan to be prepared by a committee comprised of landowners or residents of the Town and County and planning commission members from both jurisdictions within six months following the effective date of the annexation accord. Further, the settlement requires that the governing bodies of Purcellville and Loudoun County adopt the joint comprehensive plan within 18 months, subject to extension by mutual agreement, after the proposed agreement is in effect.

⁴⁶The proposed agreement commits the Town to the adoption of a capital improvements plan, conformance of its existing one-mile extraterritorial subdivision jurisdiction to the boundaries of the Urban Growth Area, amendment of its zoning ordinance to accommodate the Autumn Hill Development, establishment of a method to finance the expansion of its water and sewer systems, and adoption of a facilities standard manual, which will govern the design and construction of public infrastructure in new developments, equivalent to the County's standards for such facilities. (See Agreement, Sec. II.D.) In the event Purcellville has not adopted the required documents and ordinances prior to the adoption of the agreement by both jurisdictions, the implementation of the annexation accord will be delayed in six-month intervals until the Town completes final action on those measures.

⁴⁷Under the terms of the land development review process established by the proposed agreement, Purcellville will be afforded an opportunity to comment on all applications for rezoning and requests for special exception affecting those portions of the Urban Growth Area which have not been annexed by the Town. Further, any rezoning

Town of Purcellville and Loudoun County to plan in a collaborative manner for managing future development of the Urban Growth Area are clearly in the best interest of the community at large.

FINDINGS AND RECOMMENDATIONS

As a result of our review, this Commission finds that the proposed agreement provides concurrently for the orderly and regular growth of the Town of Purcellville and Loudoun County, facilitates an equitable sharing of the area's public resources and liabilities, and is in the best interest of the community at large. While the Commission has reviewed the proposed agreement and hereby reports it "favorably," it offers the recommendations set forth below.

ANNEXATION ORDINANCE

Section I of the proposed agreement requires the Town to hold an advertised public hearing prior to the adoption of an ordinance which effects an annexation. The Commission recommends that this section of the proposed agreement be amended to provide that such ordinances address the various elements prescribed for traditional annexation ordinances by Section 15.1-1033 of the Code of Virginia. Thus, the

applications affecting property which has been annexed by the Town will also be referred to the County for comment. Moreover, since the Town has final approval authority for subdivisions proposed for unincorporated territory in the Urban Growth Area, Purcellville will refer any such requests to Loudoun County for review. (See Agreement, Sec. II.G.)

Commission recommends that Section I be amended to state explicitly that such annexation ordinances adopted by the Town under the terms of the proposed agreement include in part:

- (a) a metes and bounds description of the area to be annexed;
- (b) information, which may be recorded on a map attached to the ordinance, indicating the location of subdivisions, major industrial and commercial sites, and vacant areas, as well as other information relevant to the possible future uses of property within the area proposed for annexation; and
- (c) a statement of the conditions under which the annexation will be effected, including a detailed listing of the provision regarding the extension of utilities and the installation of other public improvements.

Such elements, as recommended above, in annexation ordinances should provide the residents and businesses affected by annexations with clearly identifiable boundaries and a list of specific improvements which may be expected and the timeframes within which such will be completed. Such specificity can remove grounds for citizen complaint.

In addition to the amendments proposed above, the Commission further recommends that the agreement be amended to provide that all annexations shall be made effective as of midnight on December 31 or

June 30 of the year specified and that certified copies of each adopted annexation ordinance shall be filed with the Circuit Court of Loudoun County, the Secretary of the Commonwealth, and other State and federal agencies which require knowledge of local government boundary changes. These amendments would conform the procedure for adoption of ordinances under the agreement to those which apply to annexation ordinances generally.

RESOLUTIONS OF DISPUTES

A significant portion of the proposed agreement is devoted to the preparation and adoption of a joint comprehensive plan for the Urban Growth area, which will be used by the Town and County to evaluate all rezoning applications and other development proposals affecting that area. While the cooperative process for the formulation of the joint comprehensive plan called for in the proposed settlement will initially foster mutual understanding and collaboration between the Town and County, future disagreements may occur as to the application of the development policies contained in the plan. Accordingly, we recommend that the proposed agreement be amended to include a provision for the resolution of disputes which may arise relative to the implementation of the joint comprehensive plan for the Urban Growth Area. Such a provision will benefit the Town and County by providing a mechanism to settle any differences between the parties concerning the future development of the Urban Growth Area.

ANNEXATIONS UNDER AUTHORITY OF SECTION 15.1-1034

The Commission recommends that with respect to property beyond the Urban Growth Area, the Town and County consider an amendment to the agreement specifically addressing the annexation process authorized by 15.1-1034 of the Code of Virginia. An amendment addressing the future application of this statute, which permits the initiation of annexation proceedings by citizens or by the County, could remove possible ambiguity and grounds for future controversy.

MODIFICATION OF AGREEMENT

In recognition of the various technical and intricate aspects of the joint planning component of the interlocal instrument, the Commission recommends that the proposed agreement include a provision which permits the Town and County to modify the annexation accord by joint consent, if such is deemed appropriate. This proposed amendment to the Purcellville-Loudoun County settlement recognizes that certain elements of the agreement may require subsequent adaption to meet future circumstances and needs which cannot now be foreseen.

SERVICE PROVISIONS

The Commission recommends that the proposed agreement be amended to include a provision which states that upon the effective date of any annexation which is accomplished under the terms of the agreement,

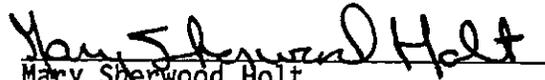
Purcellville shall extend its public safety and other general governmental services to the areas annexed at the same level as then exists within the Town. Such a provision is generally included in court orders decreeing annexation and would be, in our view, appropriate for inclusion in town-county annexation agreements.

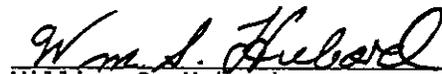
CONCLUDING COMMENT

As stated previously in this report, agreements defining a town's annexation rights are significant instruments containing major grants and concessions of legal authority by the two jurisdictions which are parties to them. Accordingly, the proposed Town of Purcellville - Loudoun County agreement has merited and received careful review by this body. While this Commission recommends the adoption of the amendments herein proposed, we find the existing agreement consistent with statutory standards, and we hereby report it "favorably."

Respectfully submitted,


Harold S. Atkinson, Vice Chairman


Mary Sherwood Holt


William S. Hubbard

APPENDIX A

TOWN OF PURCELLVILLE/COUNTY OF LOUDOUN ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 19th day of May, 1993, by and between the Board of Supervisors of Loudoun County, Virginia (hereinafter "County") and the Town Council of the Town of Purcellville, Virginia (hereinafter ("Town")).

WITNESSETH

WHEREAS, the County adopted a Comprehensive Plan for Growth in Loudoun County which designated an Urban Growth Area around the Town of Purcellville and encouraged the development of an Annexation Agreement between the Town and County for the annexation into the Town of the Urban Growth Area; and

WHEREAS, the Town and County entered into a joint resolution, in December, 1991, whereby they both committed to seek a Comprehensive Annexation Agreement to address the entire Urban Growth Area; and

WHEREAS, the Town and County wish to enter into an Agreement defining annexation rights pursuant to Section 15.1-1058.1 of the Code of Virginia, 1950 as amended; and

WHEREAS, it is the desire of the Town and County to allow the Town to annex as much of the Urban Growth Area, shown on Attachment A and identified in the County's Choices and Changes General Plan adopted on September 17, 1991 when it desires, by ordinance; and

WHEREAS, the Town has indicated its willingness to relinquish its right to seek independent city status; and

WHEREAS, the Town and County have negotiated an Agreement regarding annexation which will be in the best interests of all the citizens of the County, including the citizens of the Town and the annexation area.

NOW, THEREFORE, the Town and County, in consideration of the mutual covenants and agreements contained herein, agree to perform the following acts and to be bound by the following statements and principals in settlement of all annexation issues.

I. Section 15.1-1058.1. AGREEMENT DEFINING ANNEXATION RIGHTS.

- A. The Town hereby permanently relinquishes its right to seek city status effective as of the effective date of this Agreement.
- B. The Town hereby acquires the right to annex by ordinance (following public hearing as required by Section 15.1-504 of the Code of Virginia, 1950 as amended), those areas designated in this Agreement as the Urban Growth Area (UGA) as set forth in Exhibit A subject to the policies hereafter provided and effective as of the effective date of this Agreement.

II. POLICIES.

A. Urban Growth Area.

- 1. The Town's right to annex by ordinance shall be limited to those areas within the UGA.
- 2. The UGA shall be that area shown in Attachment A and as further described in Attachment B.
- 3. The Town may annex any or all of the UGA as the Town deems appropriate following the effective date of this Agreement.

B. Annexations/Limitations

- 1. The Town may annex by ordinance, as soon after the effective date of this Agreement as is practicable, the portion of the UGA known as Autumn Hill and as further shown on Attachment C and as described in the metes and bounds description contained in

Attachment D. The annexation of this portion of the UGA is subject to the policies contained in Section III of this Agreement.

2. Except to adjust the County/Town boundary line by means of a boundary line adjustment, pursuant to Section 15.1-1031.1, et seq. of the Code of Virginia, 1950 as amended, as may be mutually agreed and/or to annex Autumn Hill by ordinance as provided above, no other portion of the UGA shall be annexed by the Town until either a Joint Comprehensive Plan for the UGA has been adopted by the Town and County or eighteen months, or, if there is agreement on a longer period of time for completion of the Joint Comprehensive Plan pursuant to Section 11.C.2., then such longer period of time, has elapsed from the execution of this Agreement, whichever is first in time.
 - a. Once a Joint Comprehensive Plan is adopted, development within the UGA shall be in conformance with the Plan.
 - b. If rezoning is sought by a landowner within the UGA prior to adoption of a Joint Comprehensive Plan, it shall be in conformance with the County's Choices and Changes General Plan adopted on September 17, 1991, until a Joint Comprehensive Plan is adopted.
3. No portion of the UGA shall be annexed by the Town unless such portion of the UGA is contiguous to a then-existing corporate boundary of the Town.
4. For a period of fifty years from the effective date of this Agreement, no area outside of the UGA shall be incorporated into the Town except by means of a future annexation agreement or boundary line adjustment agreement meeting the approval of both jurisdictions.

C. Joint Comprehensive Plan for the UGA.

1. Upon execution of this Agreement by both the Town and County, the Town shall appoint six landowners or residents of the Town of Purcellville and the County shall appoint five landowners or residents of the County (no less than four from rural Loudoun County, west of Rt. 15) to a Joint Comprehensive Plan Committee to begin development of a Joint Comprehensive Plan for the UGA. In addition, two members of the Town of Purcellville Planning

Commission and two members of the Loudoun County Planning Commission shall serve on this Committee. The members of the Committee shall choose a Chairman and a Vice Chairman from their number.

2. Process for Joint Comprehensive Plan.
 - a. The Joint Comprehensive Plan Committee shall recommend a Joint Comprehensive Plan for the UGA to the Planning Commission of the two jurisdictions within six months of their appointment unless such time is extended by agreement of the governing bodies of the two jurisdictions.
 - b. Once the Joint Comprehensive Plan for the UGA is recommended by the Joint Comprehensive Plan Committee, the Planning Commission for each jurisdiction shall hold public hearings, review the Joint Comprehensive Plan and make its recommendation to their respective governing body as provided in Section 15.1-446.1 et seq. of the Code of Virginia, 1950 as amended. The governing body of each jurisdiction shall also hold public hearings, review and adopt the Joint Comprehensive Plan for the UGA as provided under the Code of Virginia.
 - c. The Town and County shall complete and adopt the Joint Comprehensive Plan for the UGA within eighteen months of execution of this Agreement unless extended by agreement of the Town and County.
3. The Joint Comprehensive Plan shall include, but not be limited to, provisions to address:
 - a. Proffer guidelines and allocations;
 - b. Transportation network;
 - c. Schools and other public facilities;
 - d. Land uses;
 - e. Density;
 - f. Environmental policies;
 - g. Phasing;
 - h. Establishing Joint UGA Policies Review Committee as follows:
 - (1) A Joint UGA Policies Review Committee, consisting of one member of the Town Council, one member of the Town Planning Commission, one member of the County Board of Supervisors, and one member of the

County Planning Commission, shall be established as of the adoption date of the Joint Comprehensive Plan for the UGA.

- (2) The policies set forth in this Joint Comprehensive Plan shall be reviewed every five years by the Joint UGA Policies Review Committee and updated and/or modified whenever deemed appropriate.
- (3) The Joint UGA Policies Review Committee shall also serve as a forum for the two jurisdictions to discuss issues relating to the UGA.

D. Town Commitments to be Completed Prior to Effective Date of Agreement.

1. The Town shall adopt the County's PDH-30 zoning regulations and shall administer the Autumn Hill project (as defined above), if and when the Town annexes it, under the terms of those regulations.
2. The Town shall adopt a Facilities Standards Manual compatible with the County's FSM for design and construction standards of public facilities at a cost of not more than \$1,000.
3. The Town shall adopt a Capital Improvements Program which must include a plan for provision of water and sewer services to the UGA at a cost of not more than \$5,000.
4. The Town shall establish its method for financing the expansion of the Town's water and sewer systems.
5. The Town shall adopt an ordinance limiting extraterritorial subdivision jurisdiction to the UGA.
6. If the Town fails to accomplish items II.D.1. through II.D.5. listed above, then the effective date of this Agreement shall be delayed by six month intervals until such time as these items are completed.

E. Other Town Commitments.

1. The Town shall adopt other zoning districts to accommodate densities recommended in the Joint Comprehensive Plan.

2. The Town shall establish new land development application fees which shall include any costs reasonably incurred by the County as a result of any referral/review service the County is to perform in connection with any such land development applications on behalf of the Town. Such fee shall be reviewed as needed.

F. County Commitments.

1. The County shall, in cooperation with the Town, allow its land development review agencies to serve in the same capacity for the Town as they serve the County provided an appropriate fee is collected by the Town and paid to the County as provided in Section II.E.2. above. The Town shall be free, at any time, to hire personnel to perform these functions and cease this relationship, or to hire personnel to perform some of these functions. Once the Town hires such personnel, they shall notify the County that these functions shall be performed by the Town and the fee structure shall be reduced as appropriate. If the Town performs all review functions, then the payment of the fee to the County shall cease.

If after assuming responsibility for any or all review functions, the Town wishes to resume using the County's land development review agencies for such purpose, then the Town shall so notify the County and the County shall allow its land development review agencies to again serve in that capacity for the Town provided an appropriate fee is collected by the Town and paid to the County as provided in Section II.E.2.

2. The County shall permit the Town to have extraterritorial subdivision jurisdiction within the UGA.

G. Land Development Process Within the UGA.

1. The Town and County hereby agree that the Town should exercise authority to approve rezoning requests within the UGA. It is recognized by the Town and County that the Town can only exercise such authority if the Town has annexed property prior to rezoning it. In order to effectuate this policy, the Town and County hereby establish the following rules pertaining to review of rezoning and other land development actions within the Urban Growth Area. For purposes of this section, the term

"rezoning" shall not apply to special exception applications permissible under the County's current zoning ordinance.

- a. Property owners within the UGA seeking site plan approval for their property prior to the Town annexing their property shall file their applications with the County to be reviewed under the County Zoning and Land Subdivision and Development Ordinances. Once property is annexed by the Town, all such applications must be filed with the Town and reviewed under Town ordinances.
- b. Property owners within the UGA seeking subdivision approval for their property prior to the Town annexing their property shall file their applications with the Town to be reviewed under the Town Subdivision Ordinance. The Town shall refer any such application to the County for a determination regarding compliance with the County Zoning Ordinance. Once property is annexed by the Town, all such applications must be filed with the Town and reviewed under Town Zoning and Subdivision Ordinances.
- c. Property owners within the UGA seeking a special exception for their property prior to the Town annexing their property shall file their applications with the County and be reviewed under the County Zoning Ordinance. The County shall submit such applications to the Town for referral comments. Once property is annexed by the Town, all such applications must be filed with the Town and be reviewed under the Town's Zoning Ordinance. The Town shall administer and enforce special exception conditions imposed by the County on any land within the UGA which is subsequently annexed by the Town.
- d. Property owners within the UGA seeking to rezone their property prior to the Town annexing their property may either:
 - (1) File a rezoning application for review by the Town provided they concurrently request the Town to annex their property; or
 - (2) File such application with the County.

2. The Town shall review submissions made pursuant to II.G.1.d.(1) above for conformance with the policies contained in this Agreement, and with the governing Comprehensive Plan, and shall act within one year of the date of submission, unless such time has been extended by the consent of the property owner. The Town shall not accept any such submissions for review until either the Joint Comprehensive Plan has been adopted by the Town and County or until eighteen months, or, if there is agreement on a longer period of time for completion of the Joint Comprehensive Plan pursuant to Section II.C.2., then such longer period of time, have elapsed from the execution of this Agreement, whichever is first in time. The Town shall submit any such rezoning request to the County for referral comments.
3. Any requests for rezoning of property within the UGA made to the County prior to the Town annexing such property shall require conformance with the policies contained in this Agreement, conformance with the governing Comprehensive Plan, and a commitment from the Town to provide the property with public sewer and water. In the event no commitment has been received from the Town, conformance with the Comprehensive Plan will still be required. The County shall submit any such rezoning request to the Town for referral comments.
4. Upon annexation of any property into the Town, the property will be classified as per Article 2, Section 7 of the Zoning Ordinance of the Town of Purcellville. The Town shall consider rezoning such property pursuant to a request by the property's owner. The Town shall be under no obligation to approve any landowner rezoning requests.

III. PROFFERED REZONINGS EXISTING AS OF THE DATE OF EXECUTION OF THIS AGREEMENT.

A. General.

1. The Town shall administer proffers associated with any property rezoned by the County prior to execution of this Agreement, specifically including Autumn Hill as defined in Section II.B.1., which is annexed into the Town, including the collection of any proffered contributions.
2. In recognition of the provisions of Section 15.1-491(a), (a1) and (a2) of the Code of Virginia, the Town shall not impose any new zoning regulations

which eliminate or materially restrict, reduce or modify the uses, the floor area ratio or the density of uses permitted by the property's zoning under the County Zoning Ordinance.

B. Distribution of Proffers.

1. Transportation.

- a. The Town shall convey any funds collected for transportation improvements to the County to be held in an interest-bearing account. The County shall expend the funds as specified in the proffers. If the Town assumes responsibility for road construction and maintenance within the Town, then allocation of such funds shall be prorated between the Town and County.
- b. The Town shall update the County regarding the progress of development for purposes of enabling the County to make necessary determinations regarding expenditures of funds as may be contemplated by the proffers.

2. Capital Facilities.

- a. The Town shall collect all funds due for capital facilities contributions and convey to the County 80% of such funds. The Town shall retain 20% of such funds for capital facilities expenditures for public safety, and other general government purposes.
 - b. Capital facilities funds shall not include any funds earmarked specifically for fire and rescue services or funds which are to be provided specifically to offset the cost of constructing the new Town Hall in Purcellville (Purcellville Municipal Government Center). Any funds for fire and rescue services shall be distributed to the servicing fire and rescue companies (Purcellville Volunteer Fire Company and Purcellville Volunteer Rescue Company) and any money earmarked to offset the cost of construction of the new Purcellville Town Hall shall be retained by the Town for that purpose.
3. The Town and County agree to jointly participate in any lawsuits necessary to enforce proffers existing as of the date of execution of this Agreement on properties located in the Urban Growth Area which

are annexed by the Town. Costs for such enforcement proceedings shall be split between the two jurisdictions so that the County shall bear 80% of the cost and the Town shall bear 20% of the cost.

IV. COSTS OF ANNEXATION

All personnel costs, with the exception of those costs related to the preparation of the survey of the Urban Growth Area, shall be borne by the respective jurisdictions. It is contemplated that County personnel shall prepare the survey of the Urban Growth Area, and the Town agrees that it will share the costs of the survey equally with the County provided that its share of such costs shall be limited to \$7,500. The Town further agrees that it shall be solely responsible for all costs associated with fulfilling its commitments under Sections II.D. and II.E. hereof. All other costs, including, but not limited to the costs of filing petitions, shall be shared equally.

V. EFFECTIVE DATE

Unless otherwise provided herein, the effective date of this Agreement shall be 12:01 a.m., January 1, 1994.



RONALD MASTERS, Mayor
Town of Purcellville



GEORGE L. BARTON, IV, Chairman
Board of Supervisors
Loudoun County

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 6th day of July, 1993, by Ronald Masters, Mayor, Town of Purcellville.

Eric J. Hockett
Notary Public

My Commission Expires: NOV. 30, 1997

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of July, 1993, by George L. Barton, IV, Chairman, Board of Supervisors of Loudoun County.

Sally E. Keefe
Notary Public

My Commission Expires: October 31, 1995

APPENDIX B

STATISTICAL PROFILE OF THE TOWN OF PURCELLVILLE, COUNTY OF LOUDOUN, AND THE AREA COVERED UNDER THE AGREEMENT DEFINING ANNEXATION RIGHTS

	<u>Town of Purcellville</u>	<u>County of Loudoun</u>	<u>Urban Growth Area</u>
Population (1990)	1,744	86,129	710
Land Area (Square Miles)	2.02	517.00	4.80
Real Estate Assessed Values (FY 1992)	\$181,662,100	\$10,557,877,100	\$39,928,200
Existing Land Use (Acres)			
Residential	325	N/A	447
Commercial	61	N/A	0
Industrial	23	N/A	189
Public and Semi-Public	138	N/A	36
Streets or Rights-of-Way	177	N/A	N/A
Agricultural, Wooded or Vacant	570	N/A	2,431
Other	5	N/A	N/A

NOTES:

N/A=Not Available

County population, land area, and property value statistics include the Town of Purcellville.

Real estate assessed values for the Urban Growth Area are for FY 1993.

Population estimate for the Urban Growth Area is for 1993.

SOURCES:

Town of Purcellville and County of Loudoun, Notice by the Town of Purcellville and the County of Loudoun to Enter into a Voluntary Joint Agreement Defining Future Annexation Rights.

Lawrence E. Kelly, Assistant County Attorney, County of Loudoun,
letter to staff of Commission on Local Government, Sept. 10, 1993.

Purcellville Annexation Agreement Map

